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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHROME HEARTS LLC, a Delaware
Limited Liability Company,

Plaintiff,

v.

DLUXCA, a California corporation;
YANG LU, an individual; and DOES 1-
10, inclusive,

Defendants.

Case No. 2:23-cv-08499-CAS-SK

STIPULATED PROTECTIVE
ORDER

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth

1 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective
2 Order does not entitle them to a file confidential information under seal; Civil Local
3 Rule 79-5 sets forth the procedures that must be followed and the standards that will
4 be applied when a party seeks permission from the court to file material under seal.
5

6 **B. GOOD CAUSE STATEMENT**
7

8 This action is likely to involve trade secrets, customer and pricing lists, and
9 other valuable research, development, commercial, financial, technical and/or
10 proprietary information for which special protection from public disclosure, from
11 disclosure of certain designated information to party representatives, and from use
12 for any purpose other than prosecution of this action is warranted. Such confidential
13 and proprietary materials and information consist of, among other things,
14 confidential business or financial information, information regarding confidential
15 business practices, or other confidential research, development, or commercial
16 information (including information implicating privacy rights of third parties, such
17 as consumer purchasers of the products at issue), information otherwise generally
18 unavailable to the public, or which may be privileged or otherwise protected from
19 disclosure under state or federal statutes, court rules, case decisions, or common
20 law. Accordingly, to expedite the flow of information, to facilitate the prompt
21 resolution of disputes over confidentiality of discovery materials, to adequately
22 protect information the parties are entitled to keep confidential, to ensure that the
23 parties are permitted reasonable necessary uses of such material in preparation for
24 and in the conduct of trial, to address their handling at the end of the litigation, and
25 serve the ends of justice, a protective order for such information is justified in this
26 matter. It is the intent of the parties that information will not be designated as
27 confidential for tactical reasons and that nothing be so designated without a good
28

1 faith belief that it has been maintained in a confidential, non-public manner, and
2 there is good cause why it should not be part of the public record of this case.

3
4 2. DEFINITIONS

5 2.1 Action: *Chrome Hearts LLC v. DLUXCA, et al.*, Case No. 2:23-cv-
6 08499-CAS-SK.

7 2.2 Challenging Party: a Party or Non-Party that challenges the
8 designation of information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
10 how it is generated, stored, or maintained) or tangible things that qualify for
11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
12 the Good Cause Statement.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
14 their support staff).

15 2.5 Designating Party: a Party or Non-Party that designates information
16 or items that it produces in disclosures or in responses to discovery as
17 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless
20 of the medium or manner in which it is generated, stored, or maintained (including,
21 among other things, testimony, transcripts, and tangible things), that are produced
22 or generated in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as
25 an expert witness or as a consultant in this Action.

26 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
27 Information or Items: extremely sensitive “Confidential Information or Items,”
28 disclosure of which to another Party or Non-Party would create a substantial risk of

1 serious competitive harm that could not be avoided by less restrictive means.

2 2.9 House Counsel: attorneys who are employees of a party to this Action.
3 House Counsel does not include Outside Counsel of Record or any other outside
4 counsel.

5 2.10 Non-Party: any natural person, partnership, corporation, association,
6 or other legal entity not named as a Party to this action.

7 2.11 Outside Counsel of Record: attorneys who are not employees of a
8 party to this Action but are retained to represent or advise a party to this Action and
9 have appeared in this Action on behalf of that party or are affiliated with a law firm
10 which has appeared on behalf of that party, including support staff.

11 2.12 Party: any party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 2.14 Professional Vendors: persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)
19 and their employees and subcontractors.

20 2.15 Protected Material: any Disclosure or Discovery Material that is
21 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY.”

23 2.16 Receiving Party: a Party that receives Disclosure or Discovery
24 Material from a Producing Party.

25
26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order shall remain in effect until a Designating Party agrees
9 otherwise in writing or a court order otherwise directs. Final disposition shall be
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
11 or without prejudice; and (2) final judgment herein after the completion and
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
13 including the time limits for filing any motions or applications for extension of time
14 pursuant to applicable law.

15 16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

18 Each Party or Non-Party that designates information or items for protection under
19 this Order must take care to limit any such designation to specific material that
20 qualifies under the appropriate standards. The Designating Party must designate for
21 protection only those parts of material, documents, items, or oral or written
22 communications that qualify so that other portions of the material, documents,
23 items, or communications for which protection is not warranted are not swept
24 unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations
26 that are shown to be clearly unjustified or that have been made for an improper
27 purpose (e.g., to unnecessarily encumber the case development process or to impose
28 unnecessary expenses and burdens on other parties) may expose the Designating

1 Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it
3 designated for protection do not qualify for protection, that Designating Party must
4 promptly notify all other Parties that it is withdrawing the inapplicable designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in
6 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
8 under this Order must be clearly so designated before the material is disclosed or
9 produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic
12 documents, but excluding transcripts of depositions or other pretrial or trial
13 proceedings), that the Producing Party affix at a minimum, the legend
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
15 ONLY" (hereinafter "CONFIDENTIAL or AEO legend"), to each page that
16 contains protected material. If only a portion or portions of the material on a page
17 qualifies for protection, the Producing Party also must clearly identify the protected
18 portion(s) (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for
20 inspection need not designate them for protection until after the inspecting Party has
21 indicated which documents it would like copied and produced. During the
22 inspection and before the designation, all of the material made available for
23 inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
24 ONLY." After the inspecting Party has identified the documents it wants copied
25 and produced, the Producing Party must determine which documents, or portions
26 thereof, qualify for protection under this Order. Then, before producing the
27 specified documents, the Producing Party must affix the "CONFIDENTIAL or AEO
28 legend" to each page that contains Protected Material. If only a portion or portions

1 of the material on a page qualifies for protection, the Producing Party also must
2 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
3 margins).

4 (b) for testimony given in depositions that the Designating Party identify
5 the Disclosure or Discovery Material on the record, before the close of the
6 deposition all protected testimony.

7 (c) for information produced in some form other than documentary and
8 for any other tangible items, that the Producing Party affix in a prominent place on
9 the exterior of the container or containers in which the information is stored the
10 appropriate "CONFIDENTIAL or AEO" legend. If only a portion or portions of the
11 information warrants protection, the Producing Party, to the extent practicable, shall
12 identify the protected portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
14 failure to designate qualified information or items does not, standing alone, waive
15 the Designating Party's right to secure protection under this Order for such material.
16 Upon timely correction of a designation, the Receiving Party must make reasonable
17 efforts to assure that the material is treated in accordance with the provisions of this
18 Order.

19 20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court's
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute
25 resolution process under Civil Local Rule 37-1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be
27 on the Designating Party. Frivolous challenges, and those made for an improper
28 purpose (e.g., to harass or impose unnecessary expenses and burdens on other

parties), may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the Court and its personnel;

3 (e) court reporters and their staff;

4 (f) professional jury or trial consultants, mock jurors, and Professional
5 Vendors to whom disclosure is reasonably necessary for this Action and who have
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (g) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses, in
10 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
11 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
12 they will not be permitted to keep any confidential information unless they sign the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
14 agreed by the Designating Party or ordered by the Court. Pages of transcribed
15 deposition testimony or exhibits to depositions that reveal Protected Material may
16 be separately bound by the court reporter and may not be disclosed to anyone except
17 as permitted under this Stipulated Protective Order; and

18 (i) any mediator or settlement officer, and their supporting personnel,
19 mutually agreed upon by any of the parties engaged in settlement discussions.

20 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
21 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
22 writing by the Designating Party, a Receiving Party may disclose any information or
23 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
24 to:

25 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
26 employees of said Outside Counsel of Record to whom it is reasonably necessary to
27 disclose the information for this litigation and who have signed the “Acknowledgment
28 and Agreement to Be Bound” that is attached hereto as Exhibit A;

1 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
2 necessary for this litigation, (2) who have signed the “Acknowledgment and
3 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in
4 paragraph 7.4(a)(2), below, have been followed;

5 (c) the court and its personnel;

6 (d) court reporters and their staff, professional jury or trial consultants, and
7 Professional Vendors to whom disclosure is reasonably necessary for this litigation
8 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
9 A);

10 (e) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the information; and

12 (f) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14
15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
16 IN OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation
18 that compels disclosure of any information or items designated in this Action as
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
20 ONLY,” that Party must:

21 (a) promptly notify in writing the Designating Party. Such notification
22 shall include a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or order
24 to issue in the other litigation that some or all of the material covered by the
25 subpoena or order is subject to this Protective Order. Such notification shall include
26 a copy of this Stipulated Protective Order; and

27 (c) cooperate with respect to all reasonable procedures sought to be
28 pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with
2 the subpoena or court order shall not produce any information designated in this
3 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
4 EYES ONLY,” before a determination by the court from which the subpoena or
5 order issued, unless the Party has obtained the Designating Party’s permission. The
6 Designating Party shall bear the burden and expense of seeking protection in that
7 court of its confidential material, and nothing in these provisions should be
8 construed as authorizing or encouraging a Receiving Party in this Action to disobey
9 a lawful directive from another court.

10
11 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
12 PRODUCED IN THIS LITIGATION

13 (a) The terms of this Order are applicable to information produced by a
14 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
16 Non-Parties in connection with this litigation is protected by the remedies and relief
17 provided by this Order. Nothing in these provisions should be construed as
18 prohibiting a Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to
20 produce a Non-Party’s confidential information in its possession, and the Party is
21 subject to an agreement with the Non-Party not to produce the Non-Party’s
22 confidential information, then the Party shall:

23 (1) promptly notify in writing the Requesting Party and the Non-Party
24 that some or all of the information requested is subject to a confidentiality agreement
25 with a Non-Party;

26 (2) promptly provide the Non-Party with a copy of the Stipulated
27 Protective Order in this Action, the relevant discovery request(s), and a reasonably
28 specific description of the information requested; and

1 (3) make the information requested available for inspection by the Non-
2 Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this Court within
4 14 days of receiving the notice and accompanying information, the Receiving Party
5 may produce the Non-Party's confidential information responsive to the discovery
6 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
7 not produce any information in its possession or control that is subject to the
8 confidentiality agreement with the Non-Party before a determination by the Court.
9 Absent a court order to the contrary, the Non-Party shall bear the burden and
10 expense of seeking protection in this Court of its Protected Material.
11

12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
14 Protected Material to any person or in any circumstance not authorized under this
15 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
16 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
17 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
18 or persons to whom unauthorized disclosures were made of all the terms of this
19 Order, and (d) request such person or persons to execute the "Acknowledgment and
20 Agreement to Be Bound" that is attached hereto as Exhibit A.
21

22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other protection,
26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
27 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
28 procedure may be established in an e-discovery order that provides for production

1 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
2 (e), insofar as the parties reach an agreement on the effect of disclosure of a
3 communication or information covered by the attorney-client privilege or work
4 product protection, the parties may incorporate their agreement in the stipulated
5 protective order submitted to the Court.

6
7 12. MISCELLANEOUS

8 12.1 Right to Relief. Nothing in this Order abridges the right of any person
9 to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order, no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in this
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any
14 ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Filing Protected Material. A Party that seeks to file under seal any
16 Protected Material must comply with Civil Local Rule 79-5. Protected Material
17 may only be filed under seal pursuant to a court order authorizing the sealing of the
18 specific Protected Material at issue. If a Party's request to file Protected Material
19 under seal is denied by the court, then the Receiving Party may file the information
20 in the public record unless otherwise instructed by the court.

21
22 13. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in Section 4
24 (DURATION), within 60 days of a written request by the Designating Party, each
25 Receiving Party must return all Protected Material to the Producing Party or destroy
26 such material. As used in this subdivision, "all Protected Material" includes all
27 copies, abstracts, compilations, summaries, and any other format reproducing or
28 capturing any of the Protected Material. Whether the Protected Material is returned

1 or destroyed, the Receiving Party must submit a written certification to the
2 Producing Party (and, if not the same person or entity, to the Designating Party) by
3 the 60 day deadline that (1) identifies (by category, where appropriate) all the
4 Protected Material that was returned or destroyed; and (2) affirms that the Receiving
5 Party has not retained any copies, abstracts, compilations, summaries, or any other
6 format reproducing or capturing any of the Protected Material. Notwithstanding this
7 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
8 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
9 deposition and trial exhibits, expert reports, attorney work product, and consultant
10 and expert work product, even if such materials contain Protected Material. Any
11 such archival copies that contain or constitute Protected Material remain subject to
12 this Protective Order as set forth in Section 4 (DURATION).

13
14 14. Any violation of this Order may be punished by any and all appropriate
15 measures including, without limitation, contempt proceedings and/or
16 monetary sanctions.

17
18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19
20 DATED: March 7, 2024

/s/ Tommy SF Wang

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28 Attorneys for Defendants,
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1 DATED: March 7, 2024

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10 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

11
12
13 DATED: March 8, 2024

14 

15 Honorable Steve Kim

16 United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on [date] in the case of *Chrome Hearts LLC v. DLUXCA, et al.*, Case No. 2:23-cv-
 08499-CAS-SK. I agree to comply with and to be bound by all the terms of this
 Stipulated Protective Order, and I understand and acknowledge that failure to so
 comply could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item that
 is subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print
 or type full name] of _____ [print or type
 full address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____